

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
OCTOBER 17, 2001

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, October 17, 2001, at 7:00 p.m.**, in the Legislative Room, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy,
 Fleck, Watermolen, Schillinger, Schadewald, Schmitz, Schmitt, Haefs, Kaye,
 Bicoy, Johnson, Kuehn, Marquardt, Zima, Moynihan, Simons, Williquette

Total Present: 24

No. 1 -- Adoption of Agenda.

A motion was made by Supervisor Krueger and seconded by Supervisor Kaye to adopt the agenda as modified. Vote taken. Motion carried unanimously with no abstentions.

No. 2 -- Approval of minutes of County Board Meeting of September 19, 2001.

A motion was made by Supervisor Antonneau and seconded by Supervisor Fleck to adopt the minutes as amended. Vote taken. Motion carried unanimously with no abstentions.

No. 3 -- Announcements of Supervisors. None.

No. 4 -- Communications.

**No. 4a -- From Wisconsin Department of Transportation, Terry Mulcahy, Secretary,
 re: Funding and policy changes for state highway maintenance and traffic
 operations program.**

Refer to Planning, Development and Transportation Committee.

No. 5 -- Late Communications.

No. 5a -- From Thomas F. Delsart to Supervisor Zima re: Installation of restrictive closing gates at all public access points on the Fox River Trail.

Refer to Education and Recreation Committee.

No. 5c -- From Supervisor Ken Simons Re: that the Finance Department review the advantages of refinancing Brown County's General Obligation Bonds.

Refer to Administration Committee.

No. 6 -- Appointments by County Executive. None.

No. 7a -- Report by County Executive.

Nancy announced her 2002 Budget is basically a status-quo budget with a zero% increase. She explained this is good news, recognizing the fact that Brown County opened its Public Safety Communication Center, which impacts her budget by \$1.8 million dollars. In comparison, had this Communication Center not taken place, her tax rate would have decreased by 15¢ per \$1,000. Because the Department of Revenue encourages consolidation of services, it has adjusted our spending cap to absorb the 15¢ increase. In continuing the explanation of her budget, Nancy told of "one time" revenues that came from the Wisconsin Retirement System Credit. Also, Brown County received a payment from the Oneida Nation. She added the Treasurer's office returned a substantial amount of interest. In explaining the increase, County Executive Nusbaum said \$1.8 million increase in the Public Safety Communication Center represents 43.2% of the total increase in levy in this budget. The reduction of \$900,000 in anticipated loss of interest next year amounts to 21.3%, which represents 64.5% of the increase in 2002's Budget.

Pointing out the addition of 12 new positions in the Human Services Department, Nancy explained the advantage of Brown County hiring its own employees rather than contracting for these services. If Brown County contracts locally for services for our developmentally disabled and elderly on the COP waiting list, Brown County taxpayers pay 100% of those costs. By hiring staff and managing those cases internally, we can capture \$1.4 million federal dollars to pay for those positions.

Nancy reminded everyone of the Budget Open House that will be held from 4:00 to 6:00 p.m. on Monday, October 22nd, at the UW-Extension.

She also gave background on the resolution before Board members tonight proposing a totally new idea in cooperation between 3 counties on landfilling.

Nancy explained she met with the airport staff to thank them for their dedicated work since September 11th. In speaking of the airport, Nancy said it is her pleasure this evening to announce that Tom Miller has accepted the position as Director of our Airport. County Board approval will be asked at next month's County Board meeting.

Nancy announced that Barb Vierzba is the new interim director for Emergency Management. That appointment is a result of the resignation of Mary Oja-Schroeder. She explained how Barb has stepped up and assumed the department's responsibilities. Ms. Nusbaum also announced that the City of Green Bay will loan, on a contract basis, Lt. Dave Hamus, to assist in Emergency Management. Lt. Hamus has an extensive training background in situations our nation and area are dealing with at this time.

No. 7b -- Report by Board Chairman.

Chairman Watermolen reported there is a budget summary on everyone's desk.

He wished both Supervisors Kathy Johnson and Merle Vanden Plas, who each has a birthday today, a Happy Birthday.

He announced the November Budget meeting will be held on Monday, November 12th, beginning at 9:00 a.m. This meeting will replace the regular Board meeting normally held on the third Wednesday of November.

No. 8 -- Other Reports.

No. 8a -- Treasurer's Financial Report for the Month of June 2001.

BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF JUNE

Following is a statement of the County Treasurer of the Cash on Hand and in the General Account of the Brown County Treasurer as of JUNE 30, 2001:

Associated Bank	\$1,413,691.63
Wisconsin Development Fund	(4,598.89)
Sweep Account (Repurchased Agreements)	2,392,407.75
Deposits in Transit	41,219.73
Emergency Fund	(19,786.16)
Non-sufficient Fund Checks Redeposited	6,218.16
PBA Sweep Account	(464,995.81)
Deposit Adjustment	00.00
Bank Error(s)	00.00
Total	<u>3,364,156.41</u>
Less Outstanding Checks	(2,394,001.03)
Other Reconcilable Items	<u>00.00</u>
Balance Per Cash Book	\$ 970,155.38

Following is a statement of the County Treasurer of the Working Capital reserves placed in time deposits in the designated public depositories within Brown County for the purpose of investments as of June 30, 2001:

Year-to-Date Interest Received – Prior Month	\$ 2,857,868.98
Interest Received – Current Month	<u>363,617.06</u>
Year-to-Date Interest Received on unrestricted funds	\$ 3,221,486.04
 Working Capital Reserves Invested	 109,155,943.11
Restricted Investments	<u>3,834,246.37</u>
Total funds invested	\$112,990,189.48

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Account as of June 30, 2001, and the statement of Investments for the month of June have been compared and examined, and found to be correct.

\s\ Kerry M. Blaney
County Treasurer

A motion was made by Supervisor Schillinger and seconded by Supervisor Moynihan to take items #8a and #8b together. Vote taken Motion carried unanimously with no abstentions to take both reports together.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 8b -- Treasurer's Financial Report for the Month of July 2001.

BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF JULY

Following is a statement of the County Treasurer of the Cash on Hand and in the General Account of the Brown County Treasurer as of JULY 31, 2001:

Associated Bank	\$5,684,419.33
Wisconsin Development Fund	00.00
Sweep Account (Repurchased Agreements)	734,897.87
Deposits in Transit	1,582,295.12
Emergency Fund	(84,479.57)
Non-sufficient Fund Checks Redeposited	8,823.91
PBA Sweep Account	(273,319.01)
Deposit Adjustment	00.00
Bank Error(s)	00.00
Total	<u>7,652,637.65</u>
Less Outstanding Checks	(1,087,367.22)
Other Reconcilable Items	<u>00.00</u>
Balance Per Cash Book	\$ 6,565,270.43

Following is a statement of the County Treasurer of the Working Capital reserves placed in time deposits in the designated public depositories within Brown County for the purpose of investments as of July 31, 2001:

Year-to-Date Interest Received – Prior Month	\$ 3,221,486.04
Interest Received – Current Month	<u>359,884.40</u>
Year-to-Date Interest Received on unrestricted funds	\$ 3,581,370.44
 Working Capital Reserves Invested	 130,048,304.15
Restricted Investments	<u>3,829,926.44</u>
Total funds invested	\$133,878,230.59

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Account as of July 31, 2001, and the statement of Investments for the month of June have been compared and examined, and found to be correct.

\s\ Kerry M. Blaney
County Treasurer

A motion was made by Supervisor Schillinger and seconded by Supervisor Moynihan to adopt both reports of #8a and #8b. Vote taken. Motion carried unanimously with no abstentions to adopt both reports.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 9 -- Standing Committee Reports.

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF OCTOBER 4, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on October 4, 2001, and recommends the following motions:

1. Review minutes of:
 - a. Revolving Loan Fund Committee (7/24/01).
Receive and place on file.
2. Ordinance regarding: Amending Section 3.01 of the Brown County Code Relating to Public Works Projects.
 - a. To accept.
 - b. Withdraw motion to accept.
 - c. Hold for one month.
3. Update on remodeling of Council Chambers at City Hall. (Requested by Supervisor Fleck from September County Board meeting.) Hold for one month.
4. Treasurer's Financial Report for the months of:
 - a. June 2001.
 - b. July 2001.Receive June and July financial reports.
5. Human Resources Monthly Committee Report (September 2001). Receive and place on file.
6. Corporation Counsel – Update regarding: Brown County, Brown County municipalities, school districts and the Oneida Tribe. Receive and place on file.
7. Facility Management – Museum Chiller Bid approval (see attached). Accept low bid.
8. Facility Management – Mental Health Center Generator Replacement (see attached).
Approve.

9. Facility Management – New Jail Ground Mount Sign (see attached). Approve.
10. Monthly Activity Report. No action.
11. Department of Administration – 2001 Budget Transfer Log. Approve.
12. Department of Administration – Monthly Activities Report (August 27 through September 21, 2001). No action.
13. Department of Administration – Asset Maintenance Fund Requests for Parks and Facility Management. Receive and place on file.
14. Audit of bills. Pay the bills.

ATTACHMENT

Memo to: Administration Committee
 From: Mark P. Keckeisen
 Date: August 29, 2001
 Re: Monthly Activity Report

New Mental Health Center -

Design development work on this project has been completed and we are now moving into the construction document phase. I am working on the RFP for a Construction Manager (CM) to be responsible for the schedule and coordination and other services including value engineering. I should be able to provide an update on this next month.

Resch Center –

The arena project is continuing to move along on schedule. We are now approximately 10 months from completion. The project is currently on schedule and within the established budget.

Bid Approvals –

Museum Chiller Installation –

We received bids from six contractors.

Chillers Services Operation, Inc.	\$210,888
Reeke-Marold Company	\$178,800
Mechanical Technologies, Inc.	\$150,590
Hurckman Mechanical Industries	\$169,900
AMA, Inc.	\$156,800
Tweet Garot, Inc.	\$172,750

My recommendation is to accept the low bid from Mechanical Technologies Inc. for \$150,590.

Mental Health Center Generator Replacement –

We received bids from five contractors.

VDH	\$30,980
S/W Engine & Power (Incomplete Bid, no installation)	\$24,790
Fabco	\$30,980
Total Energy Systems	\$37,360
Cummins Great Lakes Inc.	\$33,000

My recommendation is to accept the low bid from VDH for \$30,980.

Note: VDH and Fabco are working together on this bid and both submitted identical bids.

New Jail Ground Mount Sign –

We received bids from seven contractors.

Jacob C. Basten Construction Co. Inc.	\$13,860
Miron Construction Co.	\$15,450
Reinhold Sign Service, Inc.	\$16,656
Orde Advertising, Inc.	\$18,796
Jones Sign Co. Inc.	\$19,000
Geo. M. Hougard & Sons, Inc.	\$20,633
Quick Signs, Inc.	\$25,990

My recommendation is to accept the low bid from Jacob C. Basten Construction Co. Inc. for \$13,860.

A motion was made by Supervisor Schadewald and seconded by Supervisor Clancy to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 9b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF SEPTEMBER 27, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION AND RECREATION COMMITTEE met in regular session on September 27, 2001 and recommends the following motions:

1. Review minutes of:
 - a) Neville Public Museum Governing Board (8/14/01).Receive and place on file.

- b) Library Board (8/17/01). Receive and place on file.
2. Arena/Expo Centre – Attendance Report (August 2001). Receive and place on file.
 3. Museum – Visitor Count (August 2001). Receive and place on file.
 4. Museum Director's report. Accept.
 5. Library – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Increase expenditures \$17,600 Information Services Chargebacks with state grant \$16,000 TEACH program grant for technology; \$1,600 donation from Friends of Brown County Library. Approve.
 6. Library Director's report. Accept.
 7. Golf Course – Daily Financial and Attendance Report (9/09/01). Receive and place on file.
 8. Golf Course – Request by Jim Snitgen, Water Resources Team Leader, Oneida Tribe of Indians of Wisconsin, to Chair Dave Hansen, regarding: Meeting to discuss issue of dam on Trout Creek within Brown County Golf Course. Receive and place on file.
 9. Golf Course – Superintendent's Report. Accept.
 10. Parks – Request for Budget Transfer: Increase in Expenditures with Offsetting increase in revenues: \$200 donation from Harold Paschen for support of the Prairie Dog and Red Wolf exhibits. Approve.
 11. Parks – Review and approve draft of the request for proposal for management and operation of the Brown County Fairgrounds. Approve with the modification of the schedule.
 12. Parks – Review the 2001 County Fair preliminary report. No action.
 13. Parks Director's Report. Accept.
 14. Audit of bills. Pay the bills.

A motion was made by Supervisor Antonneau and seconded by Supervisor Johnson to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF OCTOBER 8, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on October 8, 2001, and recommends the following motions:

1. Review minutes of:
 - a) Mental Health Center Review Subcommittee (9/24/01). Approve.
2. Communication from Supervisor Collins regarding: Review of Charitable Organizations. (Held from previous meeting.) No action.

3. Legislative Subcommittee report. (No report.)
4. Request for approval of Schenck & Associates proposal for two-year contract (2001-2002 Audit). Approve.
5. Request for approval of contract proposal (November 2001 through October 2002) for videos for County Board meetings by Eric Salo (Eric Salo Video Productions). Approve.
6. Update of RFP on new Mental Health Center. No action.
7. County Executive Report. No action.
8. Resolution regarding: Placement of the Position of Chief Deputy Register in Probate in the Non-Represented Employees' Classification and Compensation Plan. Refer to Public Safety Committee for approval. Ayes: 5 (Watermolen, Schillinger, Hansen, Kaye, Schadewald); Nays: 0; Abstain: 1 (Williquette); Excused: 1 (Bunker). Motion Carried.
9. **Closed Session:** For the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statute 19.85(1)(e). In the alternative, the Executive Committee is meeting for the purpose of collective bargaining and is not subject to the Wisconsin open meetings law pursuant to 19.82(1) of the Wisconsin State Statutes.
(No Closed Session Held.)

A motion was made by Supervisor Bunker and seconded by Supervisor Schmitt to adopt. Supervisor Collins asked that #2 be taken separately. Vote taken. Motion carried unanimously to adopt the remainder of the report.

#2 – Communication from Supervisor Collins re: Review of Charitable Organizations. Under Discussion.

Supervisor Collins expressed his displeasure with the United Way organization and the policy stand it has taken against the Boy Scouts. Supervisor Collins announced that in the future he will be bringing forward resolutions to the County Board to send to United Way requesting them to reconsider their decision of eliminating funding of the Boy Scouts.

A motion was made by Supervisor Kuehn and seconded by Supervisor Marquardt to accept Supervisor Collins portion of the report. Vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Nancy J. Nusbaum, County Executive _____ Date: 11/5/2001

No. 9c(i) -- REPORT OF SPECIAL EXECUTIVE COMMITTEE OF OCTOBER 17, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in **special** session on October 17, 2001, and recommends the following motions:

1. Resolution regarding: Authorizing and approving the Supplement to Lease relating to the issuance of refunding bonds for the Arena project by the Community Development

Authority (CDA) of the Village of Ashwaubenon and other details relating. Committee approved. See Resolutions, Ordinances October County Board.

A motion was made by Supervisor Schillinger and seconded by Supervisor Krueger to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Nancy J. Nusbaum, County Executive _____ Date: 11/5/2001

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF SEPTEMBER 19, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on September 19, 2001, and recommends the following motions:

1. Review minutes of:
 - a. Children with Disabilities Education Board (7/16/01). Approve.
 - b) Mental Health Center Review Subcommittee (8/28/01). Approve.
2. Health Department – First and Second Quarter 2001 Objective Monitoring Report. (Held from previous meeting.) Approve.
3. Health Department – Director’s report. No action.
4. Facilities Management – MHC Construction Management Method. (Mark Keckeisen). No action.
5. Human Services Department – Financial Report using July (Unaudited) projected 2001 year end. Approve.
6. Human Services Department – Director’s report. No action.
7. Syble Hopp School – Resolution regarding: Thanking the Greater Green Bay Community Foundation for its contribution to the Syble Hopp Program. Committee approved. See Resolutions, Ordinances October County Board.
8. Syble Hopp School – Resolution regarding: Thanking Fort Howard Steel for its contribution to the Syble Hopp Program. Committee approved. See Resolutions, Ordinances October County Board.
9. Syble Hopp School – Resolution regarding: Thanking AXA Foundation for its contribution to the Syble Hopp Program. Committee approved. See Resolutions, Ordinances October County Board.
10. Syble Hopp School – Resolution regarding: Thanking Corrigan Construction for its contribution to the Syble Hopp Program. Committee approved. See Resolutions, Ordinances October County Board.
11. Audit of bills. Pay the bills.

A motion was made by Supervisor Fleck and seconded by Supervisor Marquardt to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Nancy J. Nusbaum, County Executive _____ Date: 11/5/2001

No. 9e -- REPORT OF HUMAN SERVICES COMMITTEE AND HUMAN SERVICES BOARD JOINT MEETING OF OCTOBER 4, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE AND HUMAN SERVICES BOARD MET **jointly in special session** on October 4, 2001, and recommend the following motions:

1. Review the design development of the new Mental Health Center.
Allow Millennium and Flad & Associates to move ahead with design.
Vote Taken:
Human Services Committee: Ayes: 5 (Bunker, Collins, Fleck, Marquardt, Clancy)
Nays: 1 (Haefs).
Human Services Board: Ayes: 9 (Hansen, Mills, Barone, Horton, Bauer, Todey, Carman, Jacobs, Cioni); Nays: 0.
Motion Carried.

A motion was made by Supervisor Clancy and seconded by Supervisor Bunker to adopt. Supervisor Zima spoke on his displeasure of the County Board moving forward with the Mental Health Center project so fast. He commented he got figures on the Madison Facility and costs were much lower. Supervisor Zima made a motion to refer back to committee, seconded by Supervisor Simons.

Discussion on referral.

Supervisor Schillinger detailed background work completed by the Mental Health Center Review Committee. He said the Committee sent out RFP's, including three organizations Supervisor Zima had asked to be contacted. He said the Committee, at its last meeting, discussed the timeline of hiring someone to do a peer review of the design. He added, new designs give us more to review than initially presented. The Committee was assured that ground would not be broken before the new designs are reviewed. Supervisor Schillinger expressed his frustrations that a few County Board members try to delay every single project that is brought before the Board. He finds this offensive that these certain Board members try to put up road blocks to stop a building needed by the most needy citizens of our county. Many of these people are adults in cribs, adults who must be restrained in many ways. These people cannot speak for themselves. He assured the Board by approving the design enhancements tonight, will in no way impede further review. It actually gives the Board the opportunity to come back with a more meaningful review. He does not support referral.

Supervisor Collins reminded the County Board that this very Board voted to move ahead with the new Mental Health Center. There is a review committee (mentioned by Supervisor Schillinger)

in place. Supervisor Collins added, this would put the “brakes on”, if a better way was presented of doing the project. He stated that continued attempts by certain members to delay only adds to the construction costs. He does not support referral.

Supervisor Bicoy asked Department of Administration Director, Brendan Bruss, Corporation Counsel, Ken Bukowski and Facilities Director, Mark Keckeisen, to clarify and answer his questions. Upon satisfactory answers, Supervisor Bicoy urged the Board to move forward. He does not support referral.

Supervisor Simons stated, in his opinion, it is not out of line to ask an outside firm to come forward to compare figures and design. He said he was not trying to block the project but he was only trying to make sure the taxpayers were getting their money’s worth.

Supervisor Bunker emphasized to the Board that she did not make a “token vote” when she voted on this project. She went on to say that she and her committee are keeping their word to this entire board. She cautioned the expense that would be incurred by delaying this project.

Supervisor Kaye announced the RFP’s are due October 24th. At that time, our Internal Auditor, Mike Stratman, and Facilities Director, Mark Keckeisen, will review them at length. After reviewing, both Mark and Mike will present their findings to the committee the following Monday, in Room 200 of the Northern Building. He said we are moving forward. He expressed cost concern with delay in this project.

Supervisor Marquardt stated she does not support referral. Mary said she understands the concerns of the proposed costs “per bed” of the new Mental Health Center. That is why she requested the head of the firm “New Millennium” to get the cost per bed for each of the 3 licenses that will be used at the Center. Those new projections are being worked out and she will bring them to the committee.

Supervisor Schadewald made a motion to suspend the rules for interested parties to address the Board. The motion was seconded by Supervisor Kaye. Vote taken. Motion carried unanimously.

Jairo Huilar B, of Green Bay, cautioned the County Board to take its time. He feels the numbers presented a very expensive project.

Dave Johnson, Green Bay, stated he feels this is a very political project. He explained he’s been following the proposal for the Mental Health Center for 2 ½ years. He feels the entire project should be given more time and reviewed more carefully.

A motion was made by Supervisor Schadewald and seconded by Supervisor Collins to return to the regular order of business. Vote taken. Motion carried unanimously with no abstentions.

Supervisor Williquette and Supervisor Collins both expressed their lack of support to refer this back to committee.

Vote taken on Supervisor Zima’s motion to refer back to committee. Roll Call #9e(1):

Ayes: Antonneau, Zima, Schadewald, Haefs, Simons

Nays: Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schmitz, Schmitt, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Schillinger, Moynihan, Williquette

The voting lights for Supervisor Antonneau, Supervisor Vanden Plas and Supervisor Johnson were not working properly. Supervisor Antonneau voted aye. Supervisors Vanden Plas and Johnson voted nay. Vote was corrected on roll call sheet.

Total Ayes: 5 Total Nays: 19

Motion defeated to refer.

Back to original motion to adopt.

Supervisor Haefs said people continue to ask him why a new Mental Health Center costs so much. He went on to say he understood building to state code, but the entire facility as presented is expensive. After reviewing the department contents of the proposed building, he cannot understand why the costs are so high.

Supervisor Schadewald explained that he voted for referral because he teaches in a \$36 million dollar building. It's a nice building, his community is proud of his school but it's an expensive building. He said our current design is probably more expensive than other designs. We must review these RFP's and review what other communities did. He cautioned, we must do this right.

Supervisor Zima again spoke of his opposition of moving forward. He challenged the County Board Chairman to travel and review other facilities before building this one.

Chairman Watermolen clarified to Supervisor Zima that when Brown County built the new jail, he traveled through Wisconsin and looked at other jails. He said it's his intent to visit other Mental Health Facilities as well.

Supervisor Schadewald cautioned that it is bad policy to throw out dollar figures "cost per bed" because different facilities have different requirements. He cited the different needs for the costs per bed for a violently mentally retarded person compared to a nursing home bed. He went on to say Supervisor Zima's price per bed is very misleading. Supervisor Schadewald stated Supervisor Zima is not giving accurate information. Supervisor Schadewald said when we get the architect's plan, we will have more hard data to help make our decision.

Supervisor Haefs questioned why we would need 5 conference rooms at the new facility. Also he understood the need for a Chapel, but then questioned a "mourning" room plus a "quiet" room. He feels this building can be toned down.

Motion to approve 9e. Vote taken. Roll Call #9e(2):

Ayes: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schadewald, Schmitz, Schmitt, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Schillinger, Moynihan, Williquette

Nays: Zima, Haefs, Simons

Total Ayes: 21 Total Nays: 3

Motion carried.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 9f -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE OF SEPTEMBER 26, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE met in regular session on September 26, 2001, and recommend the following motions:

Land Conservation Subcommittee:

1. Resolutions referred from Legislative Subcommittee:
 - a) Kewaunee County Resolution No. 14-7-01 regarding: Supporting Federal Legislation to prevent increased importation of milk protein concentrates in the U.S. and use of milk protein concentrates in real dairy products in the State of Wisconsin. Approve.
 - b) Kewaunee County Resolution No. 15-7-01 regarding: Supporting Federal Legislation to require importers of foreign dairy products to contribute to the costs of U.S. dairy promotions. Approve.
2. ATPC 50 public hearing update, Western Area Association Resolution. No action.
3. Digester Construction (Leon Janowski). No action.
4. Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Grant from Resource Conservation and Development (RC&D) Association, to purchase 6,300 trees from DNR and Engel's Nursery to plant on 7.6 acres at Brown County Fonferek Glen Park at a cost of \$1,647. Approve.
5. Thursday Notes dated August 23, 2001 and September 6, 2001. Receive and place on file.
6. Director's report. No action.

Planning, Development and Transportation:

1. Review minutes of:
 - a) Harbor Commission (6/4/01).
 - b) Planning Commission Board of Directors (8/1/01).
 - c) Sewage Plan Update Steering Committee (8/4/01).
 - d) Solid Waste Board (6/18/01).
 - e) Planning Commission Board of Directors Transportation Subcommittee (8/23/01).
 - f) Land Information Office Committee (7/18/01).
 - g) Brown County Subdivision Ordinance Update Review Committee (8/1/01).Receive and place on file.
2. Planning Commission – Resolution regarding: Brown County participating with the Village of Allouez and the Village of Wrightstown in the preparation of a Multi-Jurisdictional Comprehensive Plan. Committee approved. See Resolutions, Ordinances October County Board.
3. Airport – Director's Report. No action.
4. Survey – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Transfer of funds from Land Information Grants of the \$44,156 that LIO will be receiving this year from WLIP into contract services account to fund additional parcel mapping this year. Approve.
5. Survey – Director's report. No action.
6. UW-Extension – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue. Transfer \$1,344 from UW-Extension Revenue Account to UW-Extension Salaries, and \$828 from UW-Extension Revenue Account to UW-Extension

Urban 4-H Account for a total of \$2,272. These funds will be used for the implementation of the Mini Society Program (youth citizenship) during the after school 4-H program. Approve.

7. UW-Extension – Director’s report. No action.
8. Port and Solid Waste – Communication from Supervisor Schmitz regarding: Request Planning, Development and Transportation Committee prepare and pass a resolution asking that a referendum be placed on the April 2002 general election ballot asking Brown County residents if they want Brown County to accept solid waste from other counties thereby making the Brown County landfill a regional landfill which will reduce the useful life of the landfill by about 50% or more. (Referred from September County Board.)
 - a) Committee approved.
 - b) Send the request to County Attorney, Ken Bukowski, to draft a resolution for the committee.
9. Port and Solid Waste – Resolution regarding: Cat Island Restoration Project. Committee approved. See Resolutions, Ordinances October County Board.
10. Audit of bills. Pay the bills.

A motion was made by Supervisor Vanden Plas and seconded by Supervisor Antonneau to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 9g -- REPORT OF SPECIAL PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF OCTOBER 10, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE met in **special** session on October 10, 2001, and recommends the following motions:

1. Resolution regarding: For an “Intergovernmental Recycling Agreement for Brown, Outagamie and Winnebago Counties” and an “Intergovernmental Solid Waste Disposal Agreement for Brown, Outagamie and Winnebago Counties.” Committee approved as amended. See Resolutions, Ordinances October County Board.

A motion was made by Supervisor Antonneau and seconded by Supervisor Johnson to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 9h -- REPORT OF PUBLIC SAFETY COMMITTEE OF OCTOBER 3, 2001

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on October 3, 2001, and recommends the following motions:

1. Review minutes of:
 - a) Arson Task Force Board of Directors (7/12/01 & 8/23/01). Receive and place on file.
2. Volunteers in Probation – Monthly Statistics (8/31/01). Receive and place on file.
3. Public Safety Communications – Director’s report. Receive and place on file.
4. Resolution regarding: Requesting a State Probation and Parole Facility in Brown County. (Held from previous meeting.)
 - a) Amend last paragraph of resolution to read “Now, therefore, be it resolved that the Brown County Board of Supervisors hereby respectfully requests that the State of Wisconsin work with Brown County to explore locating a state probation and parole facility in Brown County.”
 - b) Unanimous consent by committee to approve amended resolution.
See Resolutions, Ordinances October County Board.
5. Sheriff – Request for Budget Transfer: Change in any item within Outlay account which requires the transfer of funds from any other major budget category or the transfer of Outlay funds to another major budget category: Purchase of used fire vehicle from Bellevue Fire Department for Arson Task Force. Funding \$1,000 from Task Force budget within Sheriff’s Department plus donations and in-kind contributions. Approve.
6. Sheriff – Request for Budget Transfer: Change in any item within Outlay account which requires the transfer of funds from any other major budget category or the transfer of Outlay funds to another major budget category: Transfer items funded 90% by grants that were originally budgeted in Equipment budget line to Outlay budget line. (\$12,494). Approve.
7. Sheriff – Resolution regarding: Staffing Agreement for the Operation of the Brown County Jail and the Juvenile Detention Center. (Referred back to committee from September County Board.)
 - a) Amend last paragraph of resolution to read “Now, therefore, be it resolved by the Brown county Board of Supervisors that it hereby jointly determines with Sheriff Hinz that the staffing levels identified in this resolution will be set as a guideline based on full occupancy as well as a continued effort toward efficiency and cost saving programs in an effort to streamline operations, thereby reducing overall staffing”.
 - b) Unanimous consent by committee to approve amended resolution.
See Resolutions, Ordinances October County Board.
8. Sheriff – Jail Population and Overtime Report. Receive and place on file.

9. Sheriff – OJP (Office of Justice Programs) domestic preparedness equipment grant program (\$14,800). Approve.
10. Sheriff's Report.
 - a) Instruct Corporation Counsel to prepare a resolution outlining the contract as described by Sheriff for County Board approval. Ayes: 2 (Zima, Kaye); Nays: 3 (Bicoy, Moynihan, Schmitt). Motion defeated.
 - b) Receive and place on file.
 - c) Instruct Sheriff to develop a standing resolution to deal with entering into all contracts related to boarding outside prisoners in our jail. (Unanimous)
11. **Closed Session:** Pursuant to Section 19.85(1)(c) considering employment, promotion, compensation, or performance evaluation date of a public employee over which the Committee has jurisdiction or exercises responsibility. (No Closed Session held.)
12. Audit of Bills. Pay the bills.

A motion was made by Supervisor Kaye and seconded by Supervisor Collins to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Nancy J. Nusbaum, County Executive _____ Date: 11/5/2001

No. 10 -- Resolutions, Ordinances:

A motion was made by Supervisor Schillinger and seconded by Supervisor Schmitt to adopt resolutions #10a thru #10d with one vote. Vote taken. Motion carried unanimously with no abstentions.

No. 10a -- RESOLUTION REGARDING: THANKING THE GREATER GREEN BAY COMMUNITY FOUNDATION FOR ITS CONTRIBUTION TO THE SYBLE HOPP PROGRAM

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Syble Hopp School and its students, teachers and administrators, as are all schools, are in need of support from members of the community in order to expand their programs and to provide their students with a meaningful, educational experience; and

WHEREAS, the Greater Green Bay Community Foundation has donated funds to Syble Hopp School to support the purchase of a 72 passenger bus to allow children access to community based instruction, participation in Special Olympic Events, etc.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby extends its thanks and appreciation to the Greater Green Bay Community Foundation for its outstanding support to Syble Hopp School and especially to Syble Hopp students, and the County Board extends the appreciation of the entire community for this outstanding effort.

Respectfully submitted,
HUMAN SERVICES COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

**No. 10b -- RESOLUTION REGARDING: THANKING FORT HOWARD STEEL
FOR ITS CONTRIBUTION TO THE SYBLE HOPP PROGRAM**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Syble Hopp School and its students, teachers and administrators, as are all schools, are in need of support from members of the community in order to expand their programs and to provide their students with a meaningful, educational experience; and

WHEREAS, Fort Howard Steel has adopted Syble Hopp School for the purpose of assisting the students and faculty at the school and have provided great support in the area of assistive technology; and

WHEREAS, Fort Howard Steel has also made significant financial donations to Syble Hopp School for the purpose of specialized playground and therapy equipment and have also financially supported the purchase of adaptive materials and have provided a special sponsorship for an annual picnic for Syble Hopp families, alumni, staff members and their families.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby extends its thanks and appreciation to Fort Howard Steel for its outstanding support to Syble Hopp programs and especially to Syble Hopp students, and the County Board extends the appreciation of the entire community for this outstanding effort.

Respectfully submitted,
HUMAN SERVICES COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

**No. 10c -- RESOLUTION REGARDING: THANKING AXA FOUNDATION FOR
ITS CONTRIBUTION TO THE SYBLE HOPP PROGRAM**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Syble Hopp School and its students, teachers and administrators, as are all schools, are in need of support from members of the community in order to expand their programs and to provide their students with a meaningful, educational experience; and

WHEREAS, AXA Foundation has donated funds to Syble Hopp School for specialized playground equipment.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby extends its thanks and appreciation to AXA Foundation for its outstanding support to Syble Hopp School and especially to Syble Hopp students, and the County Board extends the appreciation of the entire community for this outstanding effort.

Respectfully submitted,
HUMAN SERVICES COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 10d -- **RESOLUTION REGARDING: THANKING CORRIGAN CONSTRUCTION FOR ITS CONTRIBUTION TO THE SYBLE HOPP PROGRAM**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Syble Hopp School and its students, teachers and administrators, as are all schools, are in need of support from members of the community in order to expand their programs and to provide their students with a meaningful, educational experience; and

WHEREAS, Corrigan Construction has donated hundreds of hours of time to install the playground located on the premises of Syble Hopp School;

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby extends its thanks and appreciation to Corrigan Construction for its outstanding support to Syble Hopp School and especially to Syble Hopp students, and the County Board extends the appreciation of the entire community for this outstanding effort.

Respectfully submitted,
HUMAN SERVICES COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

A motion was made by Supervisor Haefs and seconded by Supervisor Schadewald to adopt resolutions #10a thru #10d. Vote taken. Roll Call:

Ayes: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schillinger, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Zima, Moynihan, Simons, Williquette

Total Ayes: 24

Motion carried unanimously with no abstentions.

No. 10d(i) -- RESOLUTION REGARDING: AUTHORIZING AND APPROVING THE SUPPLEMENT TO LEASE RELATING TO THE ISSUANCE OF REFUNDING BONDS FOR THE ARENA PROJECT BY THE COMMUNITY DEVELOPMENT AUTHORITY (CDA) OF THE VILLAGE OF ASHWAUBENON AND OTHER DETAILS WITH RESPECT THERETO

WHEREAS, the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the “**Issuer**”) has heretofore issued its \$35,835,000 Lease Revenue Bonds, Series 1999A (Arena Project), dated December 1, 1999 (the “**Bonds**”); and

WHEREAS, in connection with the issuance of the Bonds, Brown County, Wisconsin (the “**County**”) along with certain municipalities and other parties relating to the Bonds have entered into a Cooperation Agreement, dated as of July 1, 1999 (the “**Cooperation Agreement**”) authorizing various agreements among the parties and certain parameters relating to the projects described therein and the Bonds, including the authorization of refunding bonds; and

WHEREAS, in its resolution adopted on May 19, 1999, the County Board of Supervisors of the County (the “**Governing Body**”) approved and authorized the execution of the Cooperation Agreement, including all related agreements, leases and conveyances and any supporting documentation, and all documents necessary for the issuance of the Bonds; and

WHEREAS, in connection with the issuance of the Bonds, the County and the Issuer have also entered into a Lease, dated as of December 1, 1999 (the “**Lease**”) through which the Issuer agreed to lease certain real property improvements to the County and the County agreed to lease such real property and improvements from the Issuer; and

WHEREAS, the Issuer has determined that it is necessary, desirable, and in the best interest of the Issuer to issue refunding bonds (the “**Refunding Bonds**”) in a principal amount sufficient to refund the callable maturities of the Bonds; and

WHEREAS, in connection with the issuance of the Refunding Bonds, the Issuer and the County will enter into a First Supplement to Lease (Additional Bonds) (the “**Supplement to Lease**”) setting forth the schedule of additional rents relating to the Refunding Bonds; and

WHEREAS, the Refunding Bonds will be payable by the Issuer solely from revenues derived by the Issuer from the Lease and the Supplement to Lease, the Pledge and Security

Agreement (as defined in the Cooperation Agreement), the Net Pledged Room Taxes (as defined in the Cooperation Agreement), cash and securities held from time to time in certain trust funds held by Associated Trust Company, National Association, under the Indenture of Trust, dated as of December 1, 1999, and the investment earnings thereon; and

WHEREAS, Section 7.01(b) of the Cooperation Agreement states that the Issuer shall issue and sell the Refunding Bonds upon terms acceptable to the County, such acceptance shall be conclusively evidenced by its execution of the Supplement to Lease;

NOW, THEREFORE, BE IT RESOLVED by this Governing Body that:

Section 1. Approval of Supplement to Lease.

The terms of the Supplement to Lease are hereby approved. The County Executive and the County Clerk are hereby authorized and directed for and in the name of the County to execute and deliver the Supplement to Lease in the form presented to this meeting, or with such modifications as shall be approved by them or by Corporation Counsel consistent with this resolution and the terms of Sections 66.1333 and 66.1337 of the Wisconsin Statutes, their execution thereof to constitute conclusive evidence of their approval of any such modifications.

Section 2. General Authorizations.

The County Executive, the County Clerk and any other appropriate County officials are hereby authorized and directed to execute and deliver any and all documents necessary for and related to the issuance of the Refunding Bonds. The form of all such documents shall be subject to the prior approval of the Corporation Counsel.

Section 3. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules, or other actions of this Governing Body or any parts thereof in conflict with the provisions of this resolution shall be, and the same hereby are, rescinded insofar as the same may so conflict. In the event that any one or more provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution. This resolution shall take effect immediately upon its adoption and approval in the manner provided by law.

Adopted: October 17, 2001

/s/ Nancy J. Nusbaum

County Executive

/s/ Darlene K. Marcelle

County Clerk

CERTIFICATIONS BY CLERK

I, _____, hereby certify that I am the duly qualified and acting Clerk of Brown County, Wisconsin (the “County”), and as such I have in my possession, or have access to, the complete corporate records of the County and of its County

Board of Supervisors (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A RESOLUTION AUTHORIZING AND APPROVING THE SUPPLEMENT TO LEASE
RELATING TO THE ISSUANCE OF REFUNDING BONDS FOR THE ARENA
PROJECT BY THE COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE
OF ASHWAUBENON, WISCONSIN, AND OTHER DETAILS WITH RESPECT
THERE TO**

I do hereby further certify as follows:

1. **Meeting Date.** On the 17th day of October, 2001, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On the ____ day of October, 2001 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the County’s offices in Green Bay, Wisconsin, a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On the ____ day of October, 2001 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the County.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the County Executive (the “**Presiding Officer**”), who chaired the meeting. Upon roll I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay and ____ Abstained.
7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding

Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the County hereto on this _____ day of October, 2001.

[Seal]

County Clerk

**FIRST SUPPLEMENT TO LEASE
(ADDITIONAL BONDS)**

THIS FIRST SUPPLEMENT TO LEASE (ADDITIONAL BONDS) is made as of November 1, 2001 (this “**Supplement**”), by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation (the “**Authority**”), and BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the “**County**”),

RECITALS

A. The Authority and the County have entered into a Lease dated as of December 1, 1999 (as amended and supplemented, the “**Lease**”), with respect to the Leasehold Property (as defined and identified in the Lease).

B. Section 3.02(b) of the Lease provides that upon the issuance of each series of Additional Bonds (as defined in the Lease), the Authority and the County shall set forth a schedule of the Additional Rents (as defined in the Lease) applicable to such Additional Bonds.

C. The Authority now has so issued its Lease Revenue Refunding Bonds, Series 2001 (Arena Project), dated November 1, 2001, in the aggregate principal amount of \$_____ (the “**Series 2001 Additional Bonds**”). The Series 2001 Additional Bonds are Additional Bonds. The Authority and the County now desire to set forth a schedule of the Additional Rents applicable to the Series 2001 Additional Bonds (the “**Series 2001 Additional Rents**”).

NOW, THEREFORE, in consideration of the Recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County hereby agree as follows:

Section 1.01 Additional Rents.

A schedule of the Series 2001 Additional Rents, as determined as of the date hereof, is hereby set forth in **Addendum A** hereto. The Series 2001 Additional Rents are Additional Rents, and the Lease and all conditions, terms and provisions thereof, as such may apply to any Additional Rents and the payment thereof, shall apply to the Series 2001 Additional Rents.

Section 1.02 Supplement to Lease (Additional Bonds).

This Supplement is a Supplement to Lease (Additional Bonds) (as defined in the Lease).

IN WITNESS WHEREOF, Brown County, Wisconsin, has caused these presents to be executed by its County Executive and County Clerk and its corporate seal affixed, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin has caused these presents to be executed by its Chairperson and Secretary, all as of the day and year first hereinabove set forth.

[SEAL]

BROWN COUNTY, WISCONSIN

By _____

County Executive

Countersigned By _____

County Clerk

COMMUNITY DEVELOPMENT
AUTHORITY OF THE VILLAGE OF
ASHWAUBENON, WISCONSIN

By _____

Chairperson

Attest By _____

Consented to as of this _____ day of November, 2001.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
Green Bay, Wisconsin,
as Trustee

By _____

* * * * *

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

On the _____ day of November, 2001, before me, a Notary Public in and for said County, personally appeared _____ and _____ of the above-named BROWN COUNTY, a Wisconsin municipal corporation and political subdivision, to me known to be the persons who executed the foregoing instrument and to me known to be such

A motion was made by Supervisor Schillinger and seconded by Supervisor Krueger to adopt. Vote taken. Roll Call #10d(i)(1):

Ayes: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schillinger, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Zima, Moynihan, Simons, Williquette

Total Ayes: 24

Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 10e -- RESOLUTION REGARDING: BROWN COUNTY PARTICIPATING WITH THE VILLAGE OF ALLOUEZ AND VILLAGE OF WRIGHTSTOWN IN THE PREPARATION OF A MULTI-JURISDICTIONAL COMPREHENSIVE PLAN

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the State of Wisconsin requires all communities that regulate land use to adopt a comprehensive plan consistent with the requirements of s.66.1001, Stats., by January 1, 2010; and

WHEREAS, the State of Wisconsin provides funding for communities to develop the comprehensive plans in the form of the Wisconsin Comprehensive Planning Grant Program; and

WHEREAS, Brown County intends to apply for a Wisconsin Comprehensive Planning Grant; and

WHEREAS, the *City of De Pere, Town of Suamico, Town of Ledgeview, Village of Wrightstown and the Village of Allouez also intend to apply for a Wisconsin Comprehensive Planning Grant; and

WHEREAS, multi-jurisdictional plans provide for greater consistency across municipal boundaries and through governmental layers; and

WHEREAS, multi-jurisdictional grant applications receive greater consideration for funding; and

WHEREAS, the Brown County Land Use and Transportation Plan will provide a framework for local comprehensive plans; and

WHEREAS, the Brown County Planning Commission has proven experience in writing grants and comprehensive plans under the requirements of s.66.1001, Stats.

NOW, THEREFORE, BE IT RESOLVED that Brown County agrees to participate in a multi-jurisdictional comprehensive plan adhering to the requirements of s.661001, Stats., with the *City of De Pere, Town of Suamico, Town of Ledgeview, Village of Allouez and Village of Wrightstown, and authorizes the Brown County Planning Commission to prepare the grant application on Brown County's behalf.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

* Resolution amended as per the County
Board on October 17, 2001.

A motion was made by Supervisor Schillinger and seconded by Supervisor Antonneau to adopt. Supervisor Williquette made a motion to amend the resolution by inserting "City of De Pere, Town of Suamico, Town of Ledgeview" before the Village of Allouez in the following: in the resolution title; in the fourth WHEREAS; and in the NOW, THEREFORE, BE IT RESOLVED, paragraphs. Vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Krueger and seconded by Supervisor Schillinger to adopt as amended. Vote taken. Roll Call #10e:

Ayes: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schillinger, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Zima, Moynihan, Simons, Williquette

Total Ayes: 24

Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 10f -- RESOLUTION REGARDING: CAT ISLAND AND RESTORATION PROJECT

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, in 1988, the Lower Green Bay/Fox River Remedial Action Plan Workgroup recommended restoring the Cat Island Chain in the lower Bay of Green Bay, and the project is intended to restore the island chain to its approximate configuration prior to being washed out by storms in the 1970's; and

WHEREAS, wildlife habitat loss on the Bay of Green Bay is a critical factor in the health of the Lower Bay ecosystem, and the Cat Island Chain historically protected a large expanse of shallow Bay waters and wetlands that served as fish and wildlife habitat, and a restored Cat Island Chain will provide habitat for shorebirds, waterfowl, colonial nesting birds, amphibians and reptiles as well as areas of submerged and emergent vegetation being protected from destructive wave action and island terrestrial plants will take root; and

WHEREAS, the project is being approached as a partnership effort with the U.S. Army Corps of Engineers (USACE) restoring the Islands from outer Bay of Green Bay navigational dredge materials and armoring stone, and it would pay for 75% of the cost and this project would be done according to Section 204 of the 1992 U.S. Water Resources Development Act (WRDA) that authorizes cost shared ecosystem restoration projects; and

WHEREAS, outer harbor dredge materials considered for project use range from uncontaminated to those that are slightly contaminated with PCBs but less so than existing Cat Island area sediments; and

WHEREAS, Brown County has accepted the responsibilities of local sponsorship, but will actively seek financial sponsorships from outside sources. Presently, \$400,000 is expected from the Georgia-Pacific Fox River Damage Assessment and Brown County is also seeking a \$400,000 match from the Conservation and Restoration Act (CARA) of 2000 through the Wisconsin Coastal Management Program for construction of Island #3; and

WHEREAS, the USACE has completed the Feasibility Study Phase of the project and Brown County has agreed to sponsor the Project through the next Plans and Specifications Phase; and

WHEREAS, a 25% local cost share commitment of approximately \$875,000 is due upon finishing the Plans and Specs Phase and the end of the Plans and Specs Phase, and with that the need to begin paying the local cost share, is expected in late fall of 2001; and

WHEREAS, this project plans initially on restoring Island #3, the westernmost Island of the Cat Island Chain, and the project is estimated to cost \$6.7 million (\$5.9 M federal and \$854,000 local cost share); and

WHEREAS, Brown County will have to agree to the responsibilities of being the local sponsor while the State of Wisconsin must approve of a Lakebed Grant to Brown County for the Islands and the Wisconsin Department of Natural Resources will need to grant other permits and 401 Water Quality Certification prior to construction; and

WHEREAS, the project timeline is as follows:

Plans and Specifications	Fall 2001
CARA Grant Application	November 8, 2001
WI Lakebed Grant Request	Fall 2001
Project Cooperation Agreement	Winter 2001-02
WI Water Quality Certification	Spring 2002
Construction Approval	Summer 2002
Construction	Fall 2002
Completion	Fall 2010

WHEREAS, the following project workgroups have been meeting since 1996 and include the following current representatives; Janet Smith – US Fish and Wildlife Service; Jerry Smith – U.S. Corps of Engineers; Vicki Harris – UW Seagrant Institute; Bud Harris – UW Green Bay (Retired); George Boronow and Terry Lychwick – WI DNR; Chuck Larscheid – Brown County.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby approves the Brown County Harbor Commission pursuit of CARA grant dollars for construction of the Cat Island Chain project Island #3 as described in the Resolution.

Respectfully submitted,
BROWN COUNTY HARBOR COMMISSION
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

A motion was made by Supervisor Antonneau and seconded by Supervisor Kuehn to adopt. Vote taken. Roll Call #10f:

Ayes: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schillinger, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Zima, Moynihan, Simons, Williquette

Total Ayes: 24

Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive

Date: 11/5/2001

No. 10g -- **RESOLUTION REGARDING: FOR AN “INTERGOVERNMENTAL RECYCLING AGREEMENT FOR BROWN, OUTAGAMIE, AND WINNEBAGO COUNTIES” AND AN “INTERGOVERNMENTAL SOLID WASTE DISPOSAL AGREEMENT FOR BROWN, OUTAGAMIE AND WINNEBAGO COUNTIES”**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County is committed to provide recyclable container processing and solid waste disposal for its municipalities, commercial sector and residences; and

WHEREAS, Brown County operates the Brown County East Sanitary Landfill, which is expected to be filled and to close in late 2002; and

WHEREAS, Brown County operates the Brown County Materials Recycling Facility; and

WHEREAS, Brown County believes by partnering with Outagamie and Winnebago Counties that it will be able to more effectively and efficiently provide recycling processing for the next twelve years; and

WHEREAS, Brown County believes by partnering with Outagamie and Winnebago Counties that it will be able to more effectively and efficiently provide solid waste disposal for at least the next twenty-five years.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby approves the “Intergovernmental Recycling Agreement for Brown, Outagamie and Winnebago Counties” and the “Intergovernmental Solid Waste Disposal Agreement for Brown, Outagamie and Winnebago Counties”, copies of which are attached hereto and made a part hereof.

Respectfully submitted,
BROWN COUNTY SOLID WASTE BOARD
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

INTERGOVERNMENTAL RECYCLING AND SOLID WASTE DISPOSAL AGREEMENT

QUESTIONS AND ANSWERS

Q. Why change how Brown County processes its recyclable containers and landfills its waste?

- A. Two years ago, Brown County Port and solid Waste staff began looking at ways to streamline and lower the cost of its recyclable container processing and landfilling operations. From a number of different cost saving alternatives, a recycling and a landfilling scenario resulted.
- Recycling – The State of Wisconsin has been cutting back on grants to local municipalities to offset recyclable paper and container pick-up and processing costs. Since we expect this trend to continue, local communities will increasingly have to shoulder the cost. Brown, Outagamie and Winnebago Counties have three recycling processing facilities within 45 miles of each other. Our goal was to evaluate the savings to our customers by consolidating Outagamie and Winnebago’s paper processing into one facility and all three Counties’ container processing into one facility.
 - Landfilling – Brown, Outagamie and Winnebago Counties currently operate efficient and financially secure landfills. With the eventual construction of the Brown County South Landfill, the three Counties will have three landfills located within 39 miles of each other. Recycling and steady erosion of the waste stream to the private sector has cut into the revenues that support landfill operation. This prompted staff to evaluate the long-term landfill operational cost if this trend continues. Again, our goal was to evaluate operation of one landfill at a time while rotating landfills operations among the three Counties.

Q. What are the terms of the Agreements?

- A. The Recycling Agreement is for twelve years and provides for three additional twelve year periods.

The Solid Waste Agreement is for twenty-five years and provides for up to three additional twenty-five year periods.

Q. Do the Agreements merge any assets, segregated funds or authorities of the three Counties?

A. No. The Counties retain their autonomy in assets, customer contracts and authorities.

Q. Which County will process the recyclable containers?

A. Brown County. It will gear up the existing Materials Recycling Facility contracted operation to two shifts. We don't project having to expand the existing Facility.

Q. Which County will landfill the solid waste?

A. The Counties will "rotate" operation of their landfills. Brown County will fill its own East Landfill before participating. The East Landfill is scheduled to close in 2003.

- In 2003 Winnebago and Brown will send their waste to Outagamie County's Landfill (2003 and 2004).
- All the waste goes to Winnebago County's Landfill for seven years (2005-2011).
- All the waste goes to Outagamie's NE Landfill for nine years (2012-2020).
- All the waste comes to Brown County's South Landfill for seven years (2021-2027).

Q. Will these Agreements save the County money compared to their individual operations?

A. Brown County will save \$267,000 annually on recycling container processing (\$3.2 million over the life of the Agreement.
Brown County will save \$475,000 annually on landfill operations (\$11.9 Million over the life of the Agreement.

Q. Will jobs be created or lost in Brown County?

A. The Recycling Agreement will create an estimated 10-12 workers at the Materials Recycling Facility (MRF).
The Solid Waste Disposal Agreement will eliminate 8 contracted landfill operator jobs for 19 years and 75% of a County Full Time Equivalent of an employee. A garbage transfer station will be needed for Brown County's future landfill needs whether it operates its own landfill or it partners with the other Counties. The transfer station and transportation contract is expected to result in 5 to 6 jobs.

Q. How will the fees for using the Materials Recycling Facility and landfill disposal be affected?

A. The 2002 budget proposes to charge \$35/ton of containers. The Recycling Proposal will result in a fee in the \$10-12/ton range.
The landfill proposal would take effect in 2003, when the East Landfill closes and is expected to lower the overall disposal fee by approximately \$2/ton compared to the expected fee at the Brown County South Landfill.

Q. What will happen if Brown County rejects these proposals?

- A. Brown County has contracts with customers and enough tonnage to continue both MRF and landfill operation. Unless other means are conceived to increase tonnage handled by both recycling and landfill facilities, costs to users of both must increase. Also Outagamie and Winnebago Counties will most likely form a “two-County partnership” that will be much more competitive than Brown County’s services for both types of material and may cause further loss of tonnage.

FACT SHEET

COOPERATIVE RECYCLING & DISPOSAL PLAN

Brown, Outagamie & Winnebago

Foth and Van Dyke, Consultants – Engineers – Scientists

◆ **Objectives**

- * Improve Government to Meet Citizens’ Needs
- * Increase the Economy of Scale
- * Maximize Existing Assets
- * Obtain Operational Savings

◆ **Savings**

- * Recycling \$8,000,000 Saved Over 12 years
- * Disposal \$35,000,000 Saved Over 25 years

◆ **Recycling**

- * Winnebago to Close Facility
- * Brown Processes Comingled (Containers) for All 3 Counties
- * Outagamie Processes Paper 7 Cardboard for Winnebago and Outagamie

◆ **Disposal**

- * Utilize One Landfill at a Time
- * Operate Transfer Stations

◆ **Costs**

- * Same Tipping Fee for Each County
- * Minimize Cost Increases Due to Tonnage Fluctuations

◆ **Administration**

- * Cooperative Intergovernmental Agreement – Not a Merger
- * Disposal and Recycling – Not Including Other Solid Waste Programs
- * Each County Retains Customers, Budgets, Boards, and Committees

◆ **Schedule**

- * Recycling Begins in 2002
- * Disposal Begins in 2003

INTERGOVERNMENTAL RECYCLING AGREEMENT For Brown, Outagamie and Winnebago Counties

THIS AGREEMENT, made and entered into as of the Effective Date as set forth in Section 19 below, by and between **Brown County**, a Wisconsin municipal corporation, (hereinafter referred to as “**Brown**”); **Outagamie County**, a Wisconsin municipal corporation, (hereinafter referred to as “**Outagamie**”) and the **Winnebago Solid Waste Management Board**, a Wisconsin municipal body with the authority to contract (hereinafter referred to as “**Winnebago**”). The parties, collectively, are referred to as “**the Counties**”.

WHEREAS, the Counties believe that, by working together in this Intergovernmental Agreement, they can more effectively and efficiently provide for the recycling needs of their citizens for at least the next twelve (12) years; and

WHEREAS, despite this Agreement to work together for the common good of all three Counties, the Counties are not merging their recycling facilities at this time; rather, each of the Counties retain autonomy in the ownership of its assets and in the negotiation of its contracts with customers; and

WHEREAS, the Counties expect their cooperative efforts under this Agreement to generate significant savings which will benefit the respective Counties.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Counties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each County for itself, the Counties do agree as follows:

1. Cooperative Agreement. The Counties agree to work together to implement this plan for cooperative recycling.

2. Term. At such time as the Counties are prepared to begin processing recyclables from the other Counties, the three (3) Counties shall agree upon a date to begin recycling operations under this Agreement. Operations during calendar year 2002 shall be considered a partial year and shall be pro-rated accordingly. The full twelve-year term of this Agreement shall commence January 1, 2003 and terminate on December 31, 2014. The term, however, shall automatically renew for up to three (3), successive twelve-year periods if not sooner terminated pursuant to the provisions of this Agreement.

3. Base Plan. Outagamie County is designated the site for paper recycling operations and Brown County is designated the site for the recycling of commingled materials (see Exhibit 1). These two (2) Counties shall be called the “Processing Facility” for paper and commingled materials, respectively. “Nominated Tonnage” is defined as the material tonnage that a County projects it will deliver to a Processing Facility in a particular year and which tonnage has been agreed to by the other participating Counties. The Base Plan budget, including

Nominated Tonnage, shall be updated on an annual basis and shall be maintained in the respective administrative offices.

A. Paper. Outagamie's and Winnebago's paper recyclables will be processed at Outagamie. Brown's paper recyclables will continue to be sent by the municipalities directly to the mill. Outagamie and Winnebago will annually share processing costs, revenues, transfer station costs, and hauling costs based on tonnage of paper. Exhibit 2 shows a hypothetical example of annual costs. The designation of paper Processing Facility(ies) may be changed by mutual agreement of the respective department heads to reflect market conditions.

B. Comingled. All three (3) Counties will send their comingled materials to Brown for processing. The Counties will annually share processing costs and revenues based on tonnage of comingled materials. Transfer station and hauling costs are borne by the County contributing the comingled materials. Exhibit 3 shows a hypothetical example of annual costs.

4. Program Monitoring and Adjustments. Quarterly operational meetings will be held to discuss plan variances, improvements and market conditions. Each County shall make its tonnage nomination by July 1 for the following calendar year. Annual adjustments to the Base Plan shall be made and agreed to by the respective department heads from each County by August 1 for the following calendar year, prior to submission of the departmental budget to the respective Boards. If unanimous consent cannot be negotiated, the items in dispute will be handled according to the Dispute Resolution section of this Agreement.

5. Tonnage Deviations. Each County's material tonnages actually delivered may vary by ten percent (10%) from its annual Nominated Tonnage. At any time a County anticipates that its tonnage will exceed one hundred ten percent (110%) of its Nominated Tonnage, it must obtain the approval of the appropriate Processing Facility before shipment is made. To the extent its processing capacity permits, each Processing Facility agrees that it will accept up to one hundred ten percent (110%) of the recyclables tonnage agreed upon by the three (3) Counties. If aggregate actual tonnage received at a Processing Facility is less than ninety percent (90%) of the aggregate Nominated Tonnage, the County (ies) not delivering their Nominated Tonnage will be assessed the increase in the differential unit cost attributable to their tonnage shortfall.

6. Year-End Reconciliation. After the end of each calendar year, a year-end reconciliation of accounts will be prepared comparing the Base Plan, as described in Section 3 above, to actual operating results. The reconciliation shall begin with an examination of tonnage deviations (Nominated Tonnage vs. actual tonnage) in accordance with Section 5 above. The next step is to analyze shared costs and revenues and make adjustments according to actual tonnages.

7. Additional Allowable Costs. Capital investments are the responsibility of the Processing Facility, however, an interest expense and an appropriate depreciation amount can be included in the annual Base Plan adjustments subject to provisions of Section 4 above. In lieu of

interest expense, a Processing Facility may recapture its lost opportunity cost if it finances capital investments through internal sources. Any state and/or federal fees and expenses incurred to comply with state and/or federal law can also be included in annual Base Plan adjustments.

8. Cost and Revenue Sharing. Increases in costs over which the Counties have no control (e.g., utility rate increases and general cost inflation) shall be borne as a system cost so that all Counties share equitably. However, costs or increases in costs over which a Processing Facility obtains the agreement of the other Counties to share such costs or increases. Unforeseen revenues (including grants) related to operations shall be equitably distributed among the Counties.

9. Assurance of Service. Each Processing Facility agrees to provide recycling facilities and operations as provided in the Base Plan. In the event a Processing Facility cannot provide such services, it shall be responsible for making the other Counties whole at a level of service and in a manner mutually agreeable. The Processing Facility shall have the option of providing comparable contingency services, financial payments, or some combination thereof to fulfill its obligations. Notwithstanding the foregoing provisions of this Section 9, the non-defaulting County (ies) shall be obligated to take reasonable steps to mitigate its/their damages.

10. Monthly Invoicing. Monthly invoices will be issued by the Processing Facilities based on budgeted costs and actual year-to-date tonnages, residuals and revenues received.

11. Local Rules. Each County and any third (3rd) party agent of such County shall abide by all applicable laws, regulations, codes and local rules for recycling at the Processing Facilities. Each County and any third party agent of such County shall abide by the applicable local rules and ordinances relating to the hauling of recyclables in, or through, any one or more of the Counties.

12. No Merger. The assets of each County remain the separate assets of the respective Counties since there is no merger of the Counties' recycling facilities or governing boards. The liabilities of each County remain separate to the extent permitted by law for separate entities.

13. Indemnification. Each County agrees at all times during the term of this Agreement (including any partial year of operation in calendar year 2002, as well as during any renewed or extended term) to indemnify, save harmless and defend the Processing Facility, its boards, officers, employees and representatives against any and all liability, losses, damages, costs or expenses which the Processing Facility, its boards, officers, employees or representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage or other cause of action of whatsoever nature or kind arising out of, or as a result of, any negligent act or negligent failure to act by the County or its subcontractors in connection with, or incidental to, the delivery of recyclable materials to the Processing Facility. However, the provisions of this Section 13 shall not apply to liabilities, losses, charges costs or expenses caused solely by, or resulting solely from, the acts or omissions of the Processing Facility, its boards, officers, employees or representatives. Notwithstanding anything to the contrary in this

Section 13, the Counties are not waiving any procedures required by, nor any rights the Counties may have under, Section 893.80, Wisconsin Statutes.

14. Dispute Resolution. The Counties expect that their respective staffs will resolve operational issues. Claims or disputes among the Counties arising out of, or relating to, this Agreement (including any exhibits now or in the future incorporated herein), shall be decided either by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, or by any other alternative dispute resolution mechanism mutually agreed to by the contending Counties. In the event the Counties proceed to arbitration, the following shall govern any such proceedings:

A. The American Arbitration Association shall submit a panel of five (5) arbitrators to the Counties (seven [7] arbitrators if three [3] Counties are in dispute). The Counties shall be allowed alternate strikes until one (1) arbitrator remains, who shall arbitrate the dispute. The order of striking shall be determined by flipping a coin.

B. The costs of the arbitration proceeding (except for the filing fees), which shall be paid by the County initiating the proceeding) shall be borne equally by the Counties which are party to the arbitration. Each County shall pay its own legal fees and expenses incurred in connection with the proceeding.

C. Any arbitration shall take place in the City of Appleton, Outagamie County, Wisconsin.

D. Unless otherwise agreed by the parties to the arbitration, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.

E. Any discovery proceeding shall be limited to the thirty (30)-day period prior to the date of the arbitration hearing. (If three [3] Counties are involved, additional time may be permitted by the arbitrator.) Notwithstanding the provisions of Subsection B above, the party requesting the discovery shall pay for all costs incurred by the opposite parties, except for attorney's fees, related to the discovery procedure, including, but not limited to witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.

F. The arbitrator, in issuing any ruling shall issue a written decision which shall include findings of fact and conclusions of law.

G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

H. The decision of the arbitrator shall be final and binding on all parties to the arbitration, shall be enforceable in a court of competent jurisdiction, and shall not be appealable.

15. Dissolution. One or more Counties may elect by two-thirds (2/3rd) vote of the full membership of the governing body to withdraw from this Intergovernmental Agreement at the end of the fourth (4th), eighth (8th), or twelfth (12th) year of the original term or the fourth (4th), eighth (8th), or twelfth (12th) year of any renewal term during which the election is made, provided that at least one (1) year's notice is given to the other two Counties. Any County opting out shall be required to pay each Processing Facility to which it had been sending recyclables its pro-rata share of the undepreciated cost of any additions or upgrades made by such Processing Facility after the Effective Date of this Agreement. However, maintenance and replacement costs incurred after the Effective Date of this Agreement shall not be subject to reimbursement by a withdrawing County because the Processing Facility will have been collecting for such costs in its agreed-upon fee structure.

16. Notices. Any notices or reports required or permitted be given pursuant to the terms of this Intergovernmental Agreement shall be deemed delivered as of the date of the postmark if deposited in the United States Mail, first class postage attached, addressed to the Counties' addresses as set forth below. It shall be the duty of a County changing its address(es) to notify the other Counties in writing within a reasonable time.

Notices to Brown County shall be sent to:

Brown County Director of Port and Solid Waste
2561 South Broadway
Green Bay, Wisconsin 54304

with copy to:

Brown County Corporation Counsel
305 East Walnut Street
P O Box 23600
Green Bay, Wisconsin 54305-3600

Notices to Outagamie County shall be sent to:

Outagamie County Superintendent of Solid Waste
1419 Holland Road
Appleton, Wisconsin 54911-8985

Notices to Winnebago County shall be sent to:

Director of Solid Waste
Winnebago County Solid Waste Management Board
100 West County Road Y
Oshkosh, Wisconsin 54901

with copy to:

Winnebago County Corporation Counsel
Orrin H. King Building
448 Algoma Boulevard
Oshkosh, Wisconsin 54903-20808

17. Entire Agreement. The entire Agreement of the Counties (including the attached Exhibits 1, 2 and 3) is contained herein, and this Agreement supercedes any and all oral agreements and negotiations between the Counties relating to the subject matter hereof.

18. Governing Law. This Agreement is entered into, and shall be construed in accordance with the laws of the State of Wisconsin.

19. Severability. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed as if the invalid or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect.

19. Effective Date. This Agreement shall be effective and binding on the Counties hereto when this Agreement has been adopted by the governing body and executed on behalf of such County by the last of the three (3) Counties to so execute this Agreement.

IN WITNESS WHEREOF, the Counties have duly adopted a resolution approving this Agreement and have authorized their respective officers to execute this Agreement on behalf of the County as set forth below.

BROWN COUNTY

Date: _____	By: _____ Nancy Nusbaum, County Executive
Date: _____	By: _____ James Rasmussen Solid Waste Board Chairman
Date: _____	By: _____ Darlene K. Marcelle, County Clerk

OUTAGAMIE COUNTY

Date: _____	By: _____ Robert N. (Toby) Paltzer, County Executive
Date: _____	By: _____ Sally Mielke, County Board Chairman
Date: _____	By: _____ Nancy Christensen, County Clerk

**WINNEBAGO COUNTY SOLID
WASTE MANAGEMENT BOARD**

Date: _____

By: _____

Patrick O'Brien, Chairman

Date: _____

By: _____

Leonard F. Leverage
Director of Solid Waste

Note: Exhibits 1, 2 and 3 can be found at the
end of the minutes.

**INTERGOVERNMENTAL SOLID WASTE DISPOSAL AGREEMENT
For Brown, Outagamie and Winnebago Counties**

THIS AGREEMENT, made and entered into as of the Effective Date as set forth in Section 24 below, by and between **Brown County**, a Wisconsin municipal corporation, (hereinafter referred to as "**Brown**"); **Outagamie County**, a Wisconsin municipal corporation, (hereinafter referred to as "**Outagamie**") and the **Winnebago Solid Waste Management Board**, a Wisconsin municipal body with the authority to contract (hereinafter referred to as "**Winnebago**"). The parties, collectively, are referred to as "**the Counties**".

WHEREAS, the Counties believe that, by working together in this Intergovernmental Solid Waste Disposal Agreement ("this Agreement"), they can more effectively and efficiently provide for the solid waste disposal and transferring needs of their citizens for many years into the future; and

WHEREAS, by working together on a coordinated multi-county plan for solid waste disposal and transferring, the Counties can ensure their citizens adequate licensed capacity for solid waste disposal for the next twenty-five (25) years; and

WHEREAS, despite this Agreement to work together for the common good of all three (3) Counties, the Counties are not merging their solid waste disposal transferring facilities at this time; rather, each of the Counties retains autonomy in the ownership of its assets and in the negotiation of its contracts with customers; and

WHEREAS, the Counties expect their cooperative efforts to generate significant savings which will benefit the respective Counties.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Counties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each County for itself, the Counties do agree as follows:

1. Cooperative Agreement. The Counties agree to work together to implement this plan for the transfer and disposal of solid waste. Each County guarantees to the other two (2)

Counties that it will preserve its designated capacity as called for by this Agreement, unless otherwise unanimously agreed by the Counties.

2. Lands Subject To This Agreement. The Outagamie East landfill (and its Northeast expansion), the Brown South Municipal landfill, and the Winnebago Sunnyview landfill are subject to this Agreement. The Counties agree to maintain their respective licenses and to obtain and maintain any permits contemplated by this Agreement. The lands subject to this Agreement are more particularly described in Exhibit A attached hereto and incorporated herein by reference. Further, it is understood that Outagamie shall, during the time that regional waste is being disposed of at Winnebago, keep a small industrial landfill open.

3. Term. At such time as the Counties are prepared to begin transferring and disposing of solid waste from the other Counties, the three (3) Counties shall agree upon a date to begin transferring and disposal operations under this Agreement. Operations during calendar year 2002 shall be considered a partial year and shall be pro-rated accordingly. The full twenty-five (25) year term of this Agreement shall commence January 1, 2003, and terminate on December 31, 2027, or when Brown County South Municipal landfill is full, whichever is later. The term, however, may be renewed for up to three (3) successive twenty-five (25) year periods. It is required that a review of the entire CLP (as defined in Section 4 below) and this Agreement be completed during the fourteenth (14th) year of the initial term or ten (10) years before the Brown County South Municipal landfill is expected to reach capacity and during the fourteenth (14th) year of each renewal period. At such time, the Counties may elect by simple majority vote of the full membership of the governing body (Brown County Board of Supervisors, Outagamie County Board of Supervisors, Winnebago County Solid Waste Management Board) to renew this Agreement at the end of the twenty-fifth (25th) year of the original term or when Brown County South Municipal landfill is full ***or reaches its capacity of 5.2 million tons,*** whichever is later, or at the end of the twenty-fifth (25th) year of any renewal term during which the election is made.

*** Words added as per the County Board on October 17, 2001.*

4. Cooperative Landfill Plan. This Cooperative Landfill Plan ("CLP") designates each of the Counties to be a regional site for solid waste disposal at some time during the term of this Agreement (see attached Exhibit B). While a County is designated to be the regional disposal site (or at any time that it is receiving waste from either of the other two (2) Counties), such County shall be called a "Receiving County". The Counties will annually share administration and disposal costs based on tonnage as set forth in Section 5 below. Transfer station and hauling costs will be borne by the respective Counties.

5. Cost Distribution. Three (3) types of costs have been identified: transfer station and hauling costs, disposal costs, and administration costs. These are more particularly described and allocated in this section.

A. Transfer Station and Hauling Costs. Each County is responsible for the cost of hauling its waste to the landfill designated in the CLP as the Receiving County for the year of disposal. Each County is also responsible for the costs of

establishing, operating and maintaining its transfer station, if it chooses to use a transfer station.

B. Disposal Costs. The cost per ton for landfilling solid waste is based on the annual budgeted costs divided by the aggregate tonnage, unless otherwise mutually agreed. There will be a year-end reconciliation as described in Section 8 below. It is intended that there be one (1) price per ton paid by all three (3) Counties, regardless of whether the waste arrived at the Receiving County's landfill directly from the generating customer or whether it was processed through a transfer station. State or federally imposed surcharges can be passed through directly without mark-up by increasing tipping fees, and accordingly, without further approval of the other Counties.

C. CLP Administration Costs. There are costs that the Counties will be incurring because of their entering into this Agreement, including but not limited to salaries, supplies and utilities, intra-county charges, mothballing costs at Winnebago, payments in lieu of taxes at Brown, and the allocated portion of the small industrial landfill at Outagamie. All of these costs shall be shared in proportion to tonnage and paid annually in advance. The Administration Costs are included in the CLP only for the years the Counties are not a Receiving County. There will be a year-end reconciliation as described in Section 8 below. Notwithstanding the foregoing, continuing licensing (and permitting, if applicable) costs shall be borne by the County incurring such cost.

6. Program Monitoring and Adjustments. Quarterly operational meetings will be held to discuss plan variances, improvements and market conditions. Annual adjustments to the CLP shall be made and agreed to by the respective department heads from each County by August 1 for the following calendar year, prior to submission of the departmental budget to the respective Boards. If unanimous consent cannot be negotiated, the items in dispute will be handled according to the Dispute Resolution section of this Agreement.

7. Tonnage Deviations. Each County's annual tonnages delivered may vary by five percent (5%) from the CLP. At any time a County anticipates that its annual tonnage will exceed one hundred five percent (105%) of the tonnage established for it in the CLP for a particular year, it must obtain the prior approval of both other Counties before shipment is made. To the extent its capacity permits, each Receiving County in a particular year agrees that it will accept up to one hundred five percent (105%) of the solid waste tonnage agreed upon by the three (3) Counties. If aggregate actual tonnage received at all Receiving County(ies) is less than ninety five percent (95%) of the aggregate tonnage set forth in the CLP for a particular year, the County(ies) not delivering their tonnage set forth in the CLP will be assessed the increase in the differential unit cost attributable to their tonnage shortfall. If the aggregate annual tonnage falls below ninety five (95%) of the aggregate tonnage in the CLP for three (3) successive years, the Counties shall reestablish their individual designated tonnages. Any such change must be approved by all three Counties.

8. Year-End Reconciliation. After the end of each calendar year, a year-end reconciliation of accounts will be prepared comparing the CLP, as described in Sections 4, 5 and

7 above, to actual operating results. The reconciliation shall begin with an examination of actual tonnage deviations from the tonnage designated in Section 7 above. The next step is to analyze actual shared costs (disposal and administration costs) and make adjustments according to the actual tonnages.

9. Cost and Revenue Sharing. Increases in costs over which the Counties have no control (e.g., utility rate increases, fuel costs of the Receiving County incurred in landfilling waste from the Counties and general cost inflation) shall be borne as a system cost so that all Counties share equitably. However, costs or increases in costs over which a Receiving County has control shall be borne by the respective Receiving County, unless such Receiving County obtains the agreement of the other Counties to share such costs or increases. Unforeseen revenues (including grants) related to operations shall be equitably distributed among the Counties.

10. Assurance of Service. Each County agrees to provide landfill facilities and operations to the other two (2) Counties as provided in the CLP. In the event a Receiving County cannot provide such services for reasons beyond its control, it shall be responsible for making the other Counties whole at a level of service and in a manner mutually agreeable for two (2) years or until the termination of this Agreement, whichever first occurs. Whether a Receiving County's inability to provide landfill facility services is "beyond its control" shall be determined by unanimous agreement; however, such agreement shall not be unreasonably withheld. Notwithstanding the foregoing provisions of this Section 10, the non-defaulting County(ies) shall be obligated to take reasonable steps to mitigate its/their damages.

11. Monthly Invoices. Monthly invoices will be issued by the Receiving County based on actual tonnage delivered and the costs per ton as set forth in Section 5 above.

12. Special Wastes. For purposes of this CLP, "special waste" is defined as any waste from a commercial or industrial activity, other than municipal solid waste, construction/demolition waste and paper mill sludge. Special wastes currently being accepted by any of the three Counties are expected to be accepted at the Receiving County provided that proper documentation is submitted (by the County(ies) currently accepting such waste) to the other two Counties within three (3) months of the Effective Date of this Agreement. The other two Counties have the responsibility for obtaining any applicable Wisconsin Department of Natural Resources (WDNR) approval within six (6) months of receiving the proper documentation for any special waste for which the Receiving County is not already approved. If the Receiving County cannot get WDNR approval within such period, the Receiving County shall, within thirty (30) days, notify the potential shipping county that the Receiving County cannot get WDNR approval. The landfilling of special wastes, as defined above, not currently being accepted by one of the Counties, requires the unanimous approval of all three Counties, subject to all applicable WDNR rules, before such waste can be shipped to a Receiving County.

13. Alternate Daily Cover. All three Counties shall work together to maximize the use of alternate daily cover to conserve air space.

14. Capacity Update. Every year by November 1, each County shall submit to the other two (2) Counties an updated, written statement of its remaining licensed capacity.

15. Local Rules. Each County and any third (3rd) party agent of such County shall abide by all applicable laws, regulations, codes and local rules for disposal of solid waste at the Receiving Counties. Each County and any third (3rd) party agent of such County shall abide by the applicable local rules and ordinances relating to the hauling of solid waste in, or through, any one (1) or more of the Counties.

16. No Merger. The assets of each County remain the separate assets of the respective Counties since there is no merger of the Counties' landfills or governing boards. Closure and Long Term Care Funds, as well as contingency and reserve funds, remain the separate assets of the respective Counties. Additional programs not specifically listed in this Agreement, including but not limited to household hazardous waste, gas to energy, and composting, remain the separate programs of the respective Counties and are not subject to the terms of this Agreement. The liabilities of each County, including but not limited to long term debt, the Winnebago Snell Road landfill, the Outagamie West landfill, and the Brown County East and West landfills, remain separate to the extent permitted by law for separate entities. Each County is responsible for compliance with, and the costs of, its local operating agreement.

17. Indemnification. Each County agrees at all times during the term of this Agreement (including any partial year of operation in calendar year 2002, as well as during any renewed or extended term) to indemnify, save harmless and defend the Receiving County, its boards, officers, employees and representatives against any and all liability, losses, damages, costs or expenses which the Receiving County, its boards, officers, employees or representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage or other cause of action on whatsoever nature or kind arising out of, or as a result of, any negligent act or negligent failure to act by the County or its subcontractors in connection with, or incidental to, the delivery of solid waste materials to the Receiving County. However, the provisions of this Section 17 shall not apply to liabilities, losses, charges costs or expenses caused solely by, or resulting solely from, the acts or omissions of the Receiving County, its boards, officers, employees or representatives. Notwithstanding anything to the contrary in this Section 17, the Counties are not waiving any procedures required by, nor any rights the Counties may have under, Section 893.80, Wisconsin Statutes.

18. Dispute Resolution. The Counties expect that their respective staffs will resolve operational issues. Claims or disputes among the Counties arising out of, or relating to, this Agreement (including any exhibits now or in the future incorporated herein), shall be decided either by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, or by any other alternative dispute resolution mechanism mutually agreed to by the contending Counties. In the event the Counties proceed to arbitration, the following shall govern any such proceedings:

A. The American Arbitration Association shall submit a panel of five (5) arbitrators to the Counties (seven [7] arbitrators if three [3] Counties are in dispute). The

Counties shall be allowed alternative strikes until one (1) arbitrator remains, who shall arbitrate the dispute. The order of striking shall be determined by flipping a coin.

B. The costs of the arbitration proceeding (except for the filing fees, which shall be paid by the County initiating the proceeding) shall be borne equally by the Counties which are party to the arbitration. Each County shall pay its own legal fees and expenses incurred in connection with the proceeding.

C. Any arbitration shall take place in the City of Appleton, Outagamie County, Wisconsin.

D. Unless otherwise agreed by the parties to the arbitration, the arbitration hearing in this matter shall be limited to one (1) day in length with the arbitrator providing each side equal time to present its case during the day.

E. Any discovery proceeding shall be limited to the thirty (30)-day period prior to the date of the arbitration hearing. (If three [3] Counties are involved, additional time may be permitted by the arbitrator.) Notwithstanding the provisions of Subsection B above, the party requesting the discovery shall pay for all costs incurred by the opposite parties, except for attorney's fees, related to the discovery procedure including, but not limited to, witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.

F. The arbitrator, in issuing any ruling shall issue a written decision which shall include findings of fact and conclusions of law.

G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

H. The decision of the arbitrator shall be final and binding on all parties to the arbitration, shall be enforceable in a court of competent jurisdiction, and shall not be appealable.

19. Dissolution. Dissolution of this Agreement is automatic at December 31, 2027, or when Brown County South Municipal landfill is full, whichever occurs later, unless this Agreement is renewed pursuant to Section 3. Any County which does not renew shall be required to pay each Receiving County to which it had been sending solid waste (or to which it was scheduled to send solid waste under the terms of this Agreement) its pro-rata share of the undepreciated cost of any improvements, other than siting and associated cell construction, made by such Receiving County after the Effective Date of this Agreement.

20. Notices. Any notices or reports required or permitted to be given pursuant to the terms of this Intergovernmental Agreement shall be deemed delivered as of the date of the postmark if deposited in the United States Mail, first class postage attached, addressed to the

Counties' addresses as set forth below. It shall be the duty of a County changing its address(es) to notify the other Counties in writing within a reasonable time.

Notices to Brown County shall be sent to:

Brown County Director of Port and Solid Waste
2561 South Broadway
Green Bay, Wisconsin 54304

with copy to:

Brown County Corporation Counsel
305 E. Walnut Street
P O Box 23600
Green Bay, Wisconsin 54305-3600

Notices to Outagamie County shall be sent to:

Outagamie County Superintendent of Solid Waste
1419 Holland Road
Appleton, Wisconsin 54911-8985

with copy to:

Outagamie County Corporation Counsel
County Administration Building
410 South Walnut Street
Appleton, Wisconsin 54911-5920

Notice to Winnebago County shall be sent to:

Director of Solid Waste
Winnebago County Solid Waste Management Board
100 West County Road Y
Oshkosh, Wisconsin 54901

with copy to:

Winnebago County Corporation Counsel
Orrin H. King Building
448 Algoma Boulevard
Oshkosh, Wisconsin 54903-2808

21. Entire Agreement. The entire Agreement of the Counties (including the attached Exhibits A and B) is contained herein, and this Agreement supercedes any and all oral agreements and negotiations between the Counties relating to the subject matter hereof.

22. Governing Law. This Agreement is entered into, and shall be construed in accordance with the laws of the State of Wisconsin.

23. Severability. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable (and such determination is non-appealable), this Agreement shall be construed as if the invalid or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect.

24. Effective Date. This Agreement shall be effective and binding on the Counties hereto when adopted by the governing body and executed on behalf of such County by the last of the three (3) Counties to so execute this Agreement.

IN WITNESS WHEREOF, the Counties have duly adopted a resolution approving this Agreement and have authorized their respective officers to execute this Agreement on behalf of the County as set forth below.

Date: _____

Date: _____

Date: _____

BROWN COUNTY

By: _____
Nancy Nusbaum, County Executive

By: _____
James Rasmussen
Solid Waste Board Chairman

By: _____
Darlene K. Marcelle, County Clerk

OUTAGAMIE COUNTY

By: _____
Robert N. (Toby) Paltzer,
County Executive

By: _____
Sally Mielke, Co. Board Chairman

By: _____
Nancy Christensen, County Clerk

**WINNEBAGO COUNTY SOLID
WASTE MANAGEMENT BOARD**

By: _____
Patrick O'Brien, Chairman

By: _____
Leonard F. Leverage
Director of Solid Waste

Date: _____

Date: _____

Note: Exhibits A and B can be found at the end of the minutes.

A motion was made by Supervisor Schmitt and seconded by Supervisor Vanden Plas to adopt. A motion by Supervisor Schmitz and seconded by Supervisor Vanden Plas to amend the resolution by adding to Page 3, line 11 after the words ...landfill is full, "or reaches its capacity of 5.2 million tons," whichever is later ...

Supervisor Schmitz explained the background on this entire agreement. He feels money and local jobs will be saved, especially the employees of the Curative Workshop. He went on to say each County will equally share over the 25-year agreement. Every renewal will come back to the County Board in 25-year intervals.

Supervisor Kuehn and Supervisor Zima asked for clarification of issues in the plan.

Supervisor Vanden Plas thanked the Planning, Development and Transportation Committee for working together to come up with a great agreement.

Chairman Watermolen thanked all the Committees involved in arriving at this agreement, noticeably Supervisor Schmitz. He also thanked Brown County Solid Waste Committee as well as Winnebago and Outagamie Counties. Chair Watermolen expressed how pleased he is with the agreement and feels it's good for all involved. Vote taken on final amended resolution. Roll Call #10g(1):

Ayes: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schillinger, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Zima, Moynihan, Simons, Williquette

Total Ayes: 24

Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 10h -- RESOLUTION REGARDING: REQUESTING A STATE PROBATION AND PAROLE FACILITY IN BROWN COUNTY

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Wisconsin Counties are currently reimbursed less than 100% of costs for housing state parole and probation violators; and

WHEREAS, Brown County has incurred increased shipping costs of inmates due to jail overcrowding and State parole and probation violators have contributed to this increase; and

WHEREAS, the State of Wisconsin has agreed to building a regional probation and parole facility in Milwaukee County and has proposed an additional regional facility in Dane County to address this issue; and

WHEREAS, Brown County is ideally suited for a site in Northeastern Wisconsin and this site would address the funding inequities we currently incur.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby respectfully requests that the State of Wisconsin work with Brown County to explore locating a State Probation and Parole facility in Brown County.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor McCallum and the State Senators and Representatives who represent Brown County.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

A motion was made by Supervisor Kaye and seconded by Supervisor Kuehn to adopt. Vote taken. Roll Call #10h(1):

Ayes: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schillinger, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Zima, Moynihan, Simons, Williquette

Total Ayes: 24

Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 11/5/2001

No. 10i -- RESOLUTION REGARDING: STAFFING AGREEMENT FOR THE OPERATION OF THE BROWN COUNTY JAIL AND THE JUVENILE DETENTION CENTER

A motion was made by Supervisor Schmitt and seconded by Supervisor Bunker to adopt.

A motion was made by Supervisor Schadewald and seconded by Supervisor Kaye to refer back to Committee. Vote taken on referral. Motion carried unanimously with no abstentions to refer.

No. 11 -- Such other matters as authorized by law.

A motion was made by Supervisor Haefs and seconded by Supervisor Simons to suspend the rules for a late communication by Supervisor Simons (filed under #5 in the agenda) to be referred to the Administration Committee. Vote taken. Motion carried unanimously with no abstentions.

No. 12 -- Bills over \$10,000 for periods ending October 1, 2001.

A motion was made by Supervisor Krueger and seconded by Supervisor Schmitt to pay the bills over \$10,000. Vote taken. Motion carried unanimously with no abstentions to pay the bills.

No. 13 -- Closing Roll Call #13:

Present: Antonneau, Bunker, Krueger, Hansen, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schillinger, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Bicoy, Johnson, Kuehn, Marquardt, Zima, Moynihan, Simons, Williquette

Total Present: 24

**No. 14 -- ADJOURNMENT TO MONDAY, NOVEMBER 12, 2001, AT 9:00 A.M.,
LEGISLATIVE ROOM, 100 N. JEFFERSON STREET, GREEN BAY,
WISCONSIN.**

A motion was made by Supervisor Schillinger and seconded by Supervisor Johnson to adjourn to the above date and time. Vote taken. Motion carried unanimously with no abstentions.

DARLENE K. MARCELLE
Brown County Clerk